

Deed

000015752  
RECEIVED  
AND  
RECORDED  
DEE

10/17/2005 09:56A  
BARBARA A. DONNELLY  
HUDSON COUNTY  
REGISTER OF DEEDS  
Receipt No. 284075

This Deed is made on September 15, 2005  
BETWEEN  
Sonee Urban Renewal Corporation

a corporation of the state of New Jersey  
having its principal office at  
525 Riverside Avenue, Lyndhurst, New Jersey

Consideration: \$1070000.00 Exempt Code: E  
County State N.P.N.R.F. Total  
0.00 0.00 0.00 0.00  
General Public Extra 1% Tax  
0.00 0.00 0.00 0.00  
Julie Date: 10/17/2005

referred to as the Grantor,  
AND  
The New Jersey Meadowlands Commission,  
of New Jersey

a public body corporate and politic of the State

whose post office address is  
One DeKorte Park, Lyndhurst, New Jersey

referred to as the Grantee.  
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$1,070,000.00  
One Million Seventy Thousand Dollars and No Cents  
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Kearny  
Lots 18,20,31,32,33 in Block 205 and Lot 32 in Block 150A  
☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in  
the Town of Kearny County of Hudson  
and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

BEING and intended to be the same premises conveyed to Sonee Urban Renewal Corporation, Inc. (Certificate of Amendment file June 13, 2003) (f/k/a Hudson Meadows Urban Land Development Corporation and f/k/a Mimi Urban Renewal Development Corporation) by from Erie Lackawanna Inc., a Delaware Corporation, successor in interest to Hudson Realty Company by virtue of merger on August 15, 1983, dated October 10, 1984, recorded June 10, 1984 in Deed Book 3429, page 848 (as to Lots 18,31,32,&33 in Block 205 Tax Map of Kearny).

ALSO BEING and intended to be the same premises conveyed to Sonee Urban Renewal Corporation, Inc. (Certificate of Amendment filed June 13, 2003) (Erie Land and Improvement Company, a corporation of the State of New Jersey, Erie Land and Improvement Company merged with Erie Lackawanna Inc. who merged with Hudson Realty Company who merged into Hudson Meadows Urban Land Development Corporation) by Deed from Hackensack Meadows Company, a corp of the State of New Jersey, dated June 13,

Prepared by: (print signer's name below signature)

*Craig M. Goodstadt*

Craig M. Goodstadt, Esq.

(For Recorder's Use Only)

BK=07696 PG=00282

1906, recorded June 15, 1906 in deed Book 932, page 632 as to parcels 15 and 16 (as to Lot 20 in Block 205 and Lot 32 in Block 150.A).

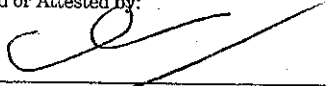
NOT TO BE RECORDED'S OFFICE

The street address of the Property is:

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

  
Carla Turco Kipiani, Secretary

By:   
Jerry Turco Jr., President

STATE OF NEW JERSEY, COUNTY OF BERGEN

SS:

I CERTIFY that on September 15 2005


Jerry Turco, Jr.

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached Deed;
- (b) was authorized to and did execute this Deed as President of Sonee Urban Renewal Corporation the entity named in this Deed;
- (c) made this Deed for \$ \$ 1,070,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and
- (d) executed this Deed as the act of the entity.

RECORD AND RETURN TO:

Eileen Kelly  
State of New Jersey, Dept. of Law & Public  
Safety, Division of Law  
Richard J. Hughes Justice Complex  
P.O. Box 093  
Trenton, NJ 08625

  
Craig M. Goodstadt  
Attorney State of New Jersey  
Print name and title below signature

BK:07696 PG:00290

STATE OF NEW JERSEY  
**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 49, P.L. 1968; as amended by through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968 as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF Bergen

} SS.

**FOR RECORDER'S USE ONLY**

Consideration \$ Example

RTF paid by seller \$

Date 9-30-05

By A. Bruff

\* Use symbol "C" to indicate that fee is exclusively for county use.

**(1) PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3, 4 and 5 attached)

Deponent, Jerry Turco, Jr., being duly sworn according to law upon his/her oath deposes and says

(Name)

that he/she is the President of Grantor in a deed dated September 15, 2005

(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 205 and 105A Lot No. 18, 20, 31, 32 and 33 and 321n105  
located at Kearny, NJ and annexed hereto.

(Street Address, Municipality, County)

**(2) CONSIDERATION** (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1,070,000.00

**(3) FULL EXEMPTION FROM FEE**

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, as amended through c. 66, P.L. 2004 for the following reason(s). Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient. 7(b) - Sale to New Jersey Meadowlands Commission

**(4) PARTIAL EXEMPTION FROM FEE**

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the State portion of the Basic fee imposed by c. 176, P.L. 1975; c. 113, P.L. 2004; and c. 66, P.L. 2004 for the following reason(s):

**A. SENIOR CITIZEN** (See Instruction #8)

- ☐ Grantor(s) 62 years of age or over.\*  
☐ One- or two-family residential premises.  
☐ Resident of the State of New Jersey.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.

**B. BLIND** (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.  
☐ Resident of the State of New Jersey.

**DISABLED** (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ Receiving disability payments.\*  
☐ Not gainfully employed.\*  
☐ One- or two-family residential premises.  
☐ Owned and occupied by grantor(s) at time of sale.  
☐ Owners as joint tenants must all qualify.  
☐ Resident of the State of New Jersey.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY

**C. LOW AND MODERATE INCOME HOUSING** (See Instruction #8)

- ☐ Affordable According to HUD Standards.  
☐ Reserved for Occupancy.  
☐ Meets Income Requirements of Region.  
☐ Subject to Resale Controls.

**(5) NEW CONSTRUCTION** (See Instruction #9) - Affidavit must be executed by Grantor

- ☐ Entirely new improvement.  
☐ Not previously occupied.  
☐ Not previously used for any purpose.  
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended through c. 66, P.L. 2004.

Subscribed and sworn to before me  
this 15th  
day of September

G. Audley  
Notary Public

Signature of Deponent  
Jerry Turco, Jr.

Name of Grantor  
Sonee Urban Renewal Corporation

Address of Deponent  
525 Riverside Ave.,  
Lyndhurst NJ

Address of Grantor at Time of Sale  
525 Riverside Ave  
Lyndhurst NJ

Name/Company of Settlement Officer

**FOR OFFICIAL USE ONLY**

Instrument Number \_\_\_\_\_ County Madison  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_  
Deed Dated 9-15-05 Date Recorded 9-30-05

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ATTACHED.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.



JOHN H. ALLGAIR, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

July 1, 2005  
File No. P-NJ-00025-01  
Lot 32, Block 150A  
Town of Kearny, Hudson County

**DESCRIPTION OF LOT 32 IN BLOCK 150A**  
**Town of Kearny**  
**Hudson County, New Jersey**

All that certain tract or parcel of land located in the Town of Kearny, County of Hudson, State of New Jersey, bounded and described as follows:

Commencing at a point, said point being the intersection of the monumented centerline of Belleville Turnpike, Hudson County Route No. 7, 80-foot wide right-of-way as per Deed Book 932, Page 647, with the northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence; Along said northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77° 34' 34" West, a distance of 91.19 feet to the southwesterly right-of-way line of Belleville Turnpike, said point the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NJSPCS, U.S. Survey Foot, running, thence:

- 1) Along said northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77° 34' 34" West, a distance of 313.42 feet to a point, thence
- 2) North 49° 31' 06" East, a distance of 189.04 feet to a point in the aforementioned southwesterly right-of-way line of Belleville Turnpike, thence
- 3) Along said southwesterly right-of-way line of Belleville Turnpike, South 40° 28' 54" East, a distance of 250.00 feet to the point and place of beginning.

Said description of Lot 32 in Block 150A containing 23,629 Square Feet or 0.542 Acres, more or less.

Said described lands being known as Lot 32 in Block 150A as shown on the official Tax Map of the Town of Kearny.

This survey was performed in accordance with a title search provided by the client. Search prepared by Suburban Title & Abstract, Inc., File No. STA05-9809 dated June 16, 2005.

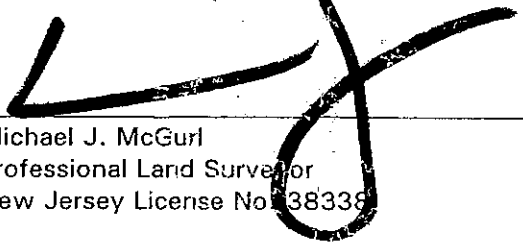
The property-in-question may be subject to such state of facts and conditions, which would be disclosed, in a search of the public record beyond that which was provided in the aforementioned title search.





July 1, 2005  
File No. P-NJ-00025-01  
Lot 32, Block 150A  
Town of Kearny, Hudson County

The above description was written pursuant to a survey of property designated as Block 150A, Lot 32, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lot 32, Block 150A, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 03-T.



Michael J. McGurl  
Professional Land Surveyor  
New Jersey License No. 38338

OFFICE OF THE CLERK OF THE SUPERIOR COURT  
TREASURY OFFICE

D:\LEGALS\HACKENSACK MEADOWLANDS\KEARNY - KEEGAN\LOT 32 - BLOCK 150A





JOHN H. ALLGAIR, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

July 1, 2005  
File No. P-NJ-00025-01  
Lot 20, Block 205  
Town of Kearny, Hudson County

**DESCRIPTION OF LOT 20 IN BLOCK 205**  
**Town of Kearny**  
**Hudson County, New Jersey**

All that certain tract or parcel of land located in the Town of Kearny, County of Hudson, State of New Jersey, bounded and described as follows:

Commencing at a point, said point being the intersection of the monumented centerline of Belleville Turnpike, Hudson County Route No. 7, 80-foot wide right-of-way as per Deed Book 932, Page 647, with the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence; Along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77° 34' 34" West, a distance of 91.19 feet to the southwesterly right-of-way line of Belleville Turnpike, said point the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NJSPCS, U.S. Survey Foot, running, thence:

- 1) Along said southwesterly right-of-way line of Belleville Turnpike, South 40° 28' 54" East, a distance of 250.00 feet to a point, thence
- 2) North 77° 34' 34" West, a distance of 500.00 feet to a point, thence
- 3) North 12° 25' 18" East, a distance of 150.78 feet to a point in the aforementioned southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), thence
- 4) Along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), South 77° 34' 34" East, a distance of 300.60 feet to the point and place of beginning.

Said description of Lot 20 in Block 205 containing 60,358 Square Feet or 1.386 Acres, more or less.

Said described lands being known as Lot 20 in Block 205, as shown on the official Tax Map of the Town of Kearny.

This survey was performed in accordance with a title search provided by the client. Search prepared by Suburban Title & Abstract, Inc., File No. STA05-9809 dated June 16, 2005.

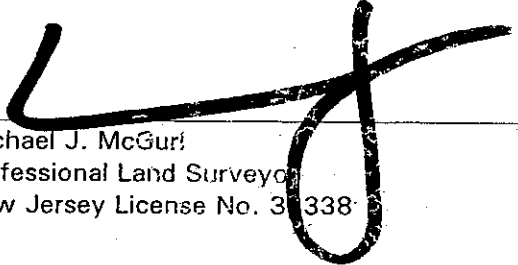




July 1, 2005  
File No. P-NJ-00025-01  
Lot 20, Block 205  
Town of Kearny, Hudson County

The property-in-question may be subject to such state of facts and conditions, which would be disclosed, in a search of the public record beyond that which was provided in the aforementioned title search.

The above description was written pursuant to a survey of property designated as Block 205, Lot 20, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lot 20, Block 205, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 02-T.



Michael J. McGurl  
Professional Land Surveyor  
New Jersey License No. 30338

D:\LEGALS\HACKENSACK MEADOWLANDS\KEARNY - KEEGAN\LOT 20 - BLOCK 205





JOHN H. ALLGAIR, 1983-01  
DAVID J. SAMUEL, P.E., P.P.  
JOHN J. STEFANI, P.E., L.S., P.P.  
JAY B. CORNELL, P.E., P.P.  
MICHAEL J. McCLELLAND, P.E., P.P.  
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.  
BRUCE M. KOCH, P.E., P.P.  
ERNEST J. PETERS, JR., P.E., P.P.

July 1, 2005  
File No. P-NJ-00025-01  
Lots 18, 31-33, Block 205  
Town of Kearny, Hudson County

**DESCRIPTION OF LOTS 18, 31 THROUGH 33 IN BLOCK 205**  
**Town of Kearny**  
**Hudson County, New Jersey**

All that certain tract or parcel of land located in the Town of Kearny, County of Hudson, State of New Jersey, bounded and described as follows:

Commencing at a point, said point being the intersection of the northeasterly right-of-way line of Bergen Avenue, 60-foot wide right-of-way as per Tax Map, with the centerline of the Morris & Essex Railroad, a.k.a. Harrison - Kingsland Conn. Branch, 200-foot wide right-of-way, thence; South 50° 33' 22" East, a distance of 441.03 feet to the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NJSPCS, U.S. Survey Foot, running, thence:

- 1) Along said northeasterly right-of-way line of Bergen Avenue, North 50° 33' 22" West, a distance of 316.24 feet to a point on the easterly right-of-way line of the Morris & Essex Railroad, a.k.a. Harrison - Kingsland Conn. Branch, thence

Along the easterly and southeasterly right-of-way lines of the Morris & Essex Railroad, a.k.a. Harrison - Kingsland Conn. Branch, the following three (3) courses:

- 2) In a general northerly direction on the arc of a curve to the right having a radius of 2,764.93 feet and an arc length of 1,331.16 feet, chord bearing and distance of North 15° 43' 30" East, 1,318.34 feet, to a point of tangency, thence
- 3) North 29° 31' 02" East, a distance of 2,674.29 feet to a point of curvature, thence
- 4) In a general northeasterly direction on the arc of a curve to the right having a radius of 2,764.93 feet and an arc length of 571.76 feet, chord bearing and distance of North 35° 26' 29" East, 570.74 feet to a point on the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence
- 5) Along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), along a non-tangent curve, in a general northeasterly direction on the arc of a curve to the left having a radius of 2,342.01 feet and an arc length of 139.28 feet, chord bearing and distance of South 75° 52' 20" East, 139.26 feet to a point of tangency, said point being witnessed by a concrete marker found 3.9-feet north and 4.6-feet east of the herein described point,







03 FEB 10 11 40 AM DEPT

July 1, 2005  
File No. P-NJ-00025-01  
Lots 18, 31-33, Block 205  
Town of Kearny, Hudson County

thence

- 6) Continuing along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), South 77° 34' 34" East, a distance of 99.80 feet to a point, said point being witnessed by an iron pipe found, thence
- 7) South 33° 16' 41" West, a distance of 2,846.79 feet to a point, thence
- 8) South 32° 59' 38" East, a distance of 1,175.39 feet to a point, thence
- 9) South 59° 54' 32" West, a distance of 491.80 feet to a point, thence
- 10) South 64° 29' 47" West, a distance of 291.57 feet to a point, said point being witnessed by a concrete marker found 1.3-feet north and 1.1-feet west of the herein described point, thence
- 11) South 39° 17' 17" West, a distance of 605.58 feet to the point and place of beginning.

Said description of Lots 18, and 31 through 33 in Block 205 containing 1,744,049 Square Feet or 40.038 Acres, more or less.

Said described lands being the subject of a Riparian Grant as described in Liber W-6, Page 134, etc., File No. 81-0099.

Said described lands may be subject to a drainage easement transecting the southwesterly portion of the Property-in-Question as evidenced by an existing ditch.

Said described lands being known as Lots 18, 31 through 33 in Block 205, as shown on the official Tax Map of the Town of Kearny.

This survey was performed in accordance with a title search provided by the client. Search prepared by Suburban Title & Abstract, Inc., File No. STA05-9809 dated June 16, 2005.


The property-in-question may be subject to such state of facts and conditions, which would be disclosed, in a search of the public record beyond that which was provided in the aforementioned title search.





July 1, 2005  
File No. P-NJ-00025-01  
Lots 18, 31-33, Block 205  
Town of Kearny, Hudson County

The above description was written pursuant to a survey of property designated as Block 205, Lots 18, 31 through 33, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lots 18, 31, 32 & 33, Block 205, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated June 03, 2005, and revised through June 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 01-T.



Michael J. McGurl  
Professional Land Surveyor  
New Jersey License No. 38338

FILED  
TOWN'S OFFICE

D:\LEGALS\HACKENSACK MEADOWLANDS\KEARNY - KEEGAN\LOTS 18 31-33 - BLOCK 205





State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Sonee Urban Renewal Corporation

Current Resident Address:

Street: 525 Riverside Avenue Lyndhurst NJ 07071  
City, Town, Post Office State Zip Code

**PROPERTY INFORMATION (Brief Property Description)**

Block(s) 18,20,31,32, and 33 in Block 205 and Lot(s) 32 in Block 150A Qualifier

Street Address:

City, Town, Post Office State Zip Code  
Kearny NJ 07032

Seller's Percentage of Ownership Consideration Closing Date  
100% \$1,070,000.00 9/15/05

**SELLER ASSURANCES (Check the Appropriate Box)**

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Sep 15 2005  
Date

BK:07696 PG:00292

Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact.

Jerry Turco, Jr., President

Signature

Date

(Seller) Please indicate if Power of Attorney or Attorney in Fact

AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY  
(10-17-92)

Policy No. 72106- 408921

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:



President

By:

ATTEST



Secretary



## OWNER'S FORM

### SCHEDULE A

Office File Number	Policy Number	Date of Policy	Amount of Insurance
STA05-9809	72106-408921	October 17, 2005	\$1,070,000.00

**1. Name of Insured**

New Jersey Meadowlands Commission, a public body corporate and politic of the State of New Jersey by deed from Sonree Urban Renewal Corporation, a corporation of the State of New Jersey, dated September 15, 2005, recorded October 17, 2005, in Deed Book 7696, page 282.

**2. The estate or interest in the land described herein and which is covered by this policy is:**  
Fee Simple

**3. The estate or interest referred to herein is at Date of Policy vested in insured.**

**4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:**

Subject to Mortgage, if any, and the matters shown in Schedule B.

**5. The land referred to in this policy is described as follows:**

**SEE DESCRIPTION SHEET ATTACHED.**

**This policy valid only if Schedule B is attached.**

**SCHEDULE A  
NUMBER 4  
(CONTINUED)  
DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kearny, County of Hudson State of New Jersey:

Commencing at a point, said point being the intersection of the monumented centerline of Belleville Turnpike, Hudson County Route No. 7, 80-foot wide right-of-way as per Deed Book 932, Page 647, with the northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence; Along said northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77 degrees 34 minutes 34 seconds West, a distance of 91.19 feet to the southwesterly right-of-way line of Belleville Turnpike, said point the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NAD83, U.S. Survey Foot, running, thence;

1. Along said northerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77 degrees 34 minutes 34 seconds West, a distance of 313.42 feet to a point; thence
2. North 49 minutes 31 minutes 06 seconds East, a distance of 189.04 feet to a point in the aforementioned southwesterly right-of-way line of Belleville Turnpike, thence
3. Along said southwesterly right-of-way line of Belleville Turnpike, South 40 degrees 28 minutes 54 seconds East, a distance of 250.00 feet to the point and place of BEGINNING.

NOTE: For informational purposes only, known and designated as Tax Lot(s) 32 in Block 150A on the current and official tax maps of the Town of Kearny, County of Hudson State of New Jersey.

The above description was written pursuant to a survey of property designates as Block 150A, Lot 32, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lot 32, Block 150A, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 03-T.

**SCHEDULE A  
NUMBER 4  
(CONTINUED)  
DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kearny, County of Hudson State of New Jersey:

Commencing at a point, said point being the intersection of the monumented centerline of Belleville Turnpike, Hudson County Route No. 7, 80-foot wide right-of-way as per Deed Book 932, Page 647, with the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence; Along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), North 77 degrees 34 minutes 34 seconds West, a distance of 91.19 feet to the southwesterly right-of-way line of Belleville Turnpike, said point the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NJSPCS, U.S. Survey Foot, running, thence;

1. Along said southwesterly right-of-way line of Belleville Turnpike, South 40 degrees 28 minutes 54 seconds East, a distance of 250.00 feet to a point; thence
2. North 77 degrees 34 minutes 34 seconds West, a distance of 500.00 feet to a point, thence
3. North 12 degrees 25 minutes 18 seconds East, a distance of 150.78 feet to a point in the aforementioned southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), thence
4. Along the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), South 77 degrees 34 minutes 34 seconds East, a distance of 300.60 feet to the point and place of beginning.

NOTE: For informational purposes only, known and designated as Tax Lot(s) 20 in Block 250 on the current and official tax maps of the Town of Kearny, County of Hudson State of New Jersey.

The above description was written pursuant to a survey of property designates as Block 205, Lot 20, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lot 20, Block 205, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated May 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 02-T.

**SCHEDULE A  
NUMBER 4  
(CONTINUED)  
DESCRIPTION**

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kearny, County of Hudson State of New Jersey:

Commencing at a point, said point being the intersection of the northeasterly right-of-way line of Bergen Avenue, 60-foot wide right-of-way as per Tax Map, with the centerline of Morris & Essex Railroad, a.k.a. Harrison – Kingsland Conn. Branch, 200-foot wide right-of-way, thence; South 50 degrees 33 minutes 22 seconds East, a distance of 441.03 feet to the point and place of beginning for the herein described lands, and from said beginning point and in the survey bearing system of North American Datum of 1983, NJSPCS, U.S. Survey Foot, running, thence;

1. Along said northeasterly right-of-way line of Bergen Avenue, North 50 degrees 33 minutes 22 seconds West, a distance of 316.24 feet to a point on the easterly right-of-way line of the Morris & Essex Railroad, a.k.a. Harrison – Kingsland Conn. Branch, thence

Along the easterly and southeasterly right-of-way lines of the Morris & Essex Railroad, a.k.a. Harrison – Kingsland Conn. Branch, the following three (3) courses:

2. In a general northerly direction on the arc of a curve to the right having a radius of 2,764.93 feet and an arc length of 1,331.16 feet, chord bearing and distance of North 15 degrees 43 minutes 30 seconds East, 1,318.34 feet, to a point of tangency, thence
3. North 29 degrees 31 minutes 02 seconds East, a distance of 2,674.29 feet to a point of curvature, thence
4. In a general northeasterly direction on the arc of a curve to the right having a radius of 2,764.93 feet and an arc length of 571.76 feet, chord bearing and distance of North 35 degrees 26 minutes 29 seconds East, 570.74 feet to a point on the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), 100-foot wide right-of-way, thence
5. Along the southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), along a non-tangent curve, in a general northeasterly direction on the arc of a curve to the left having a radius of 2,342.01 feet and an arc length of 139.28 feet, chord bearing and distance of South 75 degrees 52 minutes 20 seconds East, 139.26 feet to a point of tangency, said point being witnessed by a concrete marker found 3.9-feet north and 4.6-feet east of the herein described point, thence
6. Continuing along said southerly right-of-way line of the Erie Lackawanna Railroad, New York & Greenwood Lake Branch (Main Stem), South 77 degrees 34 minutes 34 seconds East, a distance of 99.80 feet to a point, said point being witnessed by an iron pipe found, thence
7. South 33 degrees 16 minutes 41 seconds West, a distance of 2,846.79 feet to a point; thence
8. South 32 degrees 59 minutes 38 seconds East, a distance of 1,175.39 feet to a point; thence
9. South 59 degrees 54 minutes 32 seconds West, a distance of 491.80 feet to a point, thence



**SCHEDULE A  
NUMBER 4  
(CONTINUED)  
DESCRIPTION**

10. South 64 degrees 29 minutes 47 seconds West, a distance of 291.57 feet to a point, said point being witnessed by a concrete marker found 1.3-feet north and 1.1-feet west of the herein described point; thence
11. South 39 degrees 17 minutes 17 seconds West, a distance of 605.58 feet to the point and place of beginning.

NOTE: For informational purposes only, known and designated as Tax Lot(s) 32 in Block 150.A on the current and official tax maps of the Town of Kearny, County of Hudson State of New Jersey.

The above description was written pursuant to a survey of property designates as Block 205, Lot 18, 31 through 33, on the municipal Tax Map of the Town of Kearny, County of Hudson, State of New Jersey. Map entitled "Survey of Lots 18, 31, 32 & 33, Block 205, prepared for New Jersey Meadowlands Commission, Situated in the Town of Kearny, Hudson County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated June 03, 2005 and revised through June 30, 2005. Said survey having been prepared by Michael J. McGurl, Professional Land Surveyor, of CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey, and is marked by CME Associates as File No. P-NJ-00025-01, Drawing No. 01-T.

## OWNER'S FORM

### SCHEDULE B

Policy Number 72106-408921  
Owners

Title No. STA05-9809

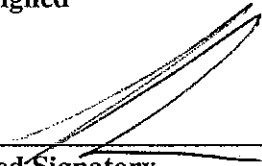
### EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

**SPECIAL EXCEPTION:** The mortgage, if any, referred to in Item 2 of Schedule A.

1. 2005 Taxes paid through the third quarter. Subject to possible additional taxes not yet due and payable.
2. Subsurface conditions and/or encroachments not disclosed by an instrument of record.
3. Policy does not insure acreage or quantity of land.
4. Rights, public and private, in and through, Old Franks Creek.
5. Kearny open sewer as shown on the Tax Map of Kearny.
6. Utility Grants as set forth in Deed Book 1028, page 397 and Deed Book 1211, page 161.
7. Terms and Conditions of the Riparian Grant in Deed Book 3429, page 838.
8. Subject to the right, title and interest of the State of New Jersey in and to any lands now or formerly tide marsh land or flowed by the ebb and tide.

Countersigned

  
\_\_\_\_\_  
Authorized Signatory  
Richard G. Renna

Schedule B of this Policy consists of 1 page(s).

**SURVEY ENDORSEMENT  
(FOR COMMITMENT OR POLICY)  
Attached to and forming a part of  
Owners Policy No. 72106-408921  
File No. STA05-9809**

**CHICAGO TITLE INSURANCE COMPANY**

Exception No. 3 is hereby deleted. The following items disclosed by a survey made by CME Associates, dated May 30, 2005, are hereby added as exceptions in Schedule B:

**Lot 32 in Block 150A**

- (1) Streams running thru premises.

**Lot 20 in Block 205**

- (1) Streams running thru premises.

**Lots 18, 31, 32 & 33 in Block 205**

- (1) Streams running thru premises.
- (2) Roads running thru premises.
- (3) Remains of bulkhead on and over property line.
- (4) Riparian Grant noted Deed Book W-6 page 134.
- (5) Easement along east property line.
- (6) Kearny Sewer.

This endorsement is made a part of the commitment or policy. It is subject to all of the terms of the commitment or policy and any prior endorsements (if any). Except as expressly stated on this endorsement, the terms, dates and amount of the commitment and prior endorsements are not changed.

Dated: October 17, 2005

**CHICAGO TITLE INSURANCE COMPANY**

\_\_\_\_\_  
Authorized Signatory

**BY: Suburban Title & Abstract, Inc.**  
Richard G. Renna

NEW JERSEY LAND TITLE  
NJLTIRB 5-01  
INSURANCE RATING BUREAU  
Chicago Form #10403

Revised: 12/10/93

## CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (d) insured: the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeeded to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

- (b) "insured claimant": an insured claiming loss or damage.  
(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice or matters affecting the land.

- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in or about streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage" means a mortgage, deed of trust, deed, or other security instrument.

- (f) "public records": records established under state statutes at Date of Policy for the purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (iii) in case knowledge shall come to the insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the insured as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

may be necessary or desirable to establish the title to the estate or interest, as to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION

**OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

### 5. PROOF OF LOSS OR DAMAGE

(a) in all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(c) whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

Suburban Title & Abstract, Inc.  
75 Essex Street, Suite 224  
Hackensack, New Jersey 07601  
Telephone # (201) 489-7985 \* Fax # (201) 489-3853  
e-mail: info@suburbantitle.com

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February 23, 2006

Eileen Kelly, Esq.  
State of New Jersey  
Department of Law and Public Safety  
Division of Law  
Richard J. Hughes Justice Complex  
P.O. Box 093  
Trenton, NJ 08625

Re: Title No. STA05-9809  
Seller(s): Sonee Urban Renewal Corporation  
Purchaser(s): New Jersey Meadowlands Commission

Dear Ms. Kelly:

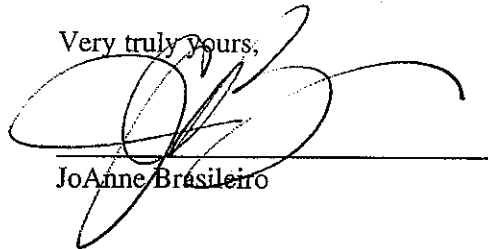
Enclosed please find the following Title Policy(s) concerning the above referenced transaction:

- (1) Owners Policy No. 72106-408921
- (2) Loan Policy No.

If you have any questions concerning the above, please do not hesitate to call.

Again, thank you for this opportunity to be of service.

Very truly yours,



JoAnne Brasileiro

Enclosures

cc: Christine Sanz, Esq.